STATE OF CALIFORNIA
DECISION OF THE
PUBLIC EMPLOYMENT RELATIONS BOARD

COMPTON COMMUNITY COLLEGE FEDERATION OF EMPLOYEES,	)	
Charging Party,	)	Case No. LA-CE-2393
v.	)	PERB Decision No. 790
COMPTON COMMUNITY COLLEGE DISTRICT,	)	February 6, 1990
Respondent.	)	

Appearances: Lawrence Rosenzweig, Attorney, for Compton Community College Federation of Employees; Jones & Matson by Urrea C. Jones, Jr., Attorney, for Compton Community College District.

Before: Hesse, Chairperson; Craib and Shank, Members.

DECISION

SHANK, Member: This case is before the Public Employment Relations Board (PERB or Board) on exceptions filed by the Compton Community College District (District) to the proposed decision of a PERB administrative law judge (ALJ). The case arose out of an unfair practice charge filed by the Compton Community College Federation of Employees (Federation) against the District alleging violations of section 3543.5(a), (b), (c), (d) and (e) of the Educational Employment Relations Act (EERA or Act). A complaint was then issued by PERB alleging violation of EERA section 3543.5(c) and, derivatively (a) and (b).[1]

[1]EERA is codified at Government Code section 3540 et seq. Unless otherwise indicated, all statutory references herein are to the Government Code. Section 3543.5(a), (b) and (c) states:

> It shall be unlawful for a public school employer to:

The Federation alleges the District violated the Act by: (1) unilaterally changing its policy regarding the attendance (on paid time) of Federation Co-President McManus at District board of trustees meetings; (2) unilaterally distributing and implementing a 1986-87 instructional calendar without negotiating the decision or its effects; and (3) refusing to comply in a timely manner with the Federation's requests for information. After a hearing on the matter, the ALJ found that: (1) the District unilaterally changed its previous attendance policy; (2) the District complied with its duty under EERA to give the Federation notice and an opportunity to bargain over the instructional calendar at a time when meaningful negotiations were still possible; (3) the District did not provide the names and addresses of part-time unit members in a timely manner; and (4) the District did not fail to provide data regarding expenditures for attorney services.

We have reviewed the entire record in this case, including the District's exceptions to the proposed decision and the

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> (a) Impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees, or otherwise to interfere with, restrain, or coerce employees because of their exercise of rights guaranteed by this chapter.
>
> (b) Deny to employee organizations rights guaranteed to them by this chapter.
>
> (c) Refuse or fail to meet and negotiate in good faith with an exclusive representative.

Federation's response thereto and, finding the ALJ's findings of fact and conclusions of law to be free of prejudicial error, we adopt the attached proposed decision as the decision of the Board itself. The District's exceptions will be addressed in the following discussion.

DISCUSSION

The District filed two exceptions to the ALJ's proposed decision. The Federation responded to the District's exceptions, but did not otherwise except to the proposed decision.

First, the District excepted to the ALJ's conclusion that the District unilaterally changed an established policy of attendance at District board of trustees meetings. The District asserts that neither party may unilaterally establish a policy regarding paid release time for attendance at board of trustees meetings. Furthermore, it asserts that the Federation failed to prove that the District "consciously yielded" or "intentionally relinquished" its right to bargain paid release time for McManus.

The ALJ correctly noted that an established policy may be embodied in the terms of a collective bargaining agreement (Grant Joint Union High School District (1982) PERB Decision No. 196), or, where a contract is silent or ambiguous, it may be determined from past practice or bargaining history (Rio Hondo Community College District (1982) PERB Decision No. 279). The case at hand involves a unilateral change in established policy where the collective bargaining agreement is silent.

District administrators responsible for supervising McManus testified that they did not remember or, had no knowledge of his frequent attendance at trustee meetings on paid release time. However, the evidence shows that prior to May 1986, McManus had been allowed to attend governing board meetings on paid time in his capacity as Federation co-president. No formal restrictions on his attendance were imposed other than that his work unit be informed of his whereabouts. On May 19, 1986, the District issued a directive changing the above practice by prohibiting McManus from attending board meetings on District time.

In arguing that it did not waive the right to bargain release time for McManus, the District simply ignores the ample evidence in the record showing that a practice developed whereby McManus was allowed to attend District board of trustees meetings on paid time. Whether that practice developed through District consent or merely its acquiescence is immaterial. Once established, the attendance policy became part of the status quo which could not be changed unilaterally. Consequently, we find no merit in the District's exception to the ALJ's findings and determination of a unilateral change.

The District also excepted to the ALJ's findings and conclusion that it did not comply with the Federation's request for names and addresses of part-time unit members in a timely manner. The District asserts that it did comply with the Federation's request without unreasonable delays and there is no

evidence that the Federation ever communicated dissatisfaction with the partial information provided by the District.

The record shows that the Federation made oral and written requests for the above information for the purpose of enforcing an agency fee provision in the existing collective bargaining agreement. The oral requests were made by Federation Co-President Thorpe in early January, 1986 and at the District board of trustees meeting on January 28, 1986. A written request was made on January 7, 1986. The Federation received a partial list of old and new employees in mid-March or April. However, the requested information was not completely furnished until May 27, 1986.

The ALJ found that the District did not comply with the Federation's request in a timely way. The information was not completely furnished until almost five months after the initial request. Given the fact that the information was relevant and necessary to the Federation's enforcement of the agency fee provision, the general statement by the District's personnel director that his department's workload was heavy does not explain why the clerical task of gathering all the information could not be completed for almost five months. Although the record indicates that the District supplied a partial list in March or April, a complete list was not supplied until May 27, 1986. As the issue is whether the information was provided in a timely manner, the District's argument that the Federation failed to communicate dissatisfaction with the partial list is

irrelevant. Therefore, we find that the ALJ was correct in finding that the District did not comply with the Federation's request in a timely manner.

ORDER

Upon the foregoing findings of fact, conclusions of law and the entire record in this case, we find that the Compton Community College District violated section 3543.5(c) and, derivatively, (a) and (b) of the Educational Employment Relations Act.

It is hereby ORDERED that the District, its governing board and its representatives shall:

A. CEASE AND DESIST FROM:

(1) Failing and refusing to give advance notice and an opportunity to negotiate to the Compton Community College Federation of Employees (Federation) over decisions, and effects of decisions, to change its practices regarding the provision of paid release time for attendance at governing board meetings by Federation officials.

(2) Failing to provide the Federation with accurate information regarding part-time bargaining unit members in a timely manner.

B. TAKE THE FOLLOWING AFFIRMATIVE ACTIONS DESIGNED TO EFFECTUATE THE POLICIES OF THE EDUCATIONAL EMPLOYMENT RELATIONS ACT:

(1) Restore the status quo ante by reinstating the policy existent immediately prior to May 1986 regarding attendance of Federation officials at governing board meetings.

That status quo shall be maintained until the District has met its statutory notice and bargaining obligations with respect to changes in the attendance/release time policy.

(2) Make Bruce McManus whole for any losses he may have suffered resulting from the District's change in policy, by crediting him with vacation and/or "comp." time in an amount commensurate with that which he lost by attending governing board meetings after May 19, 1986. If McManus is no longer in active employment with the District, the employer shall compensate McManus by tendering him a monetary sum in an amount equivalent to the value of the lost vacation or "comp." time, including interest thereon at 10 percent per annum.

(3) Within thirty-five (35) days following the date this Decision is no longer subject to reconsideration, post at all locations at the Compton Community College where notices to employees are customarily placed, copies of the Notice attached, signed by an authorized agent of the District. Such posting shall be maintained for a period of thirty (30) consecutive workdays. Reasonable steps shall be taken to insure that this Notice is not reduced in size, defaced, altered, or covered by any other material.

(4) Written notification of the actions taken to comply with this Order shall be made to the Los Angeles Regional Director of the Public Employment Relations Board in accordance with her instructions.

Chairperson Hesse and Member Craib joined in this Decision.

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
PUBLIC EMPLOYMENT RELATIONS BOARD
An Agency of the State of California

After a hearing in Unfair Practice Case No. LA-CE-2393, Compton Community College Federation of Employees v. Compton Community College District, in which all parties had the right to participate, it has been found that the Compton Community College District violated Government Code section 3543.5(a), (b) and (c).

As a result of this conduct we have been ordered to post this Notice, and will abide by the following. We will:

A. CEASE AND DESIST FROM:

(1) Failing and refusing to give advance notice and an opportunity to negotiate to the Compton Community College Federation of Employees (Federation) over decisions, and effects of decisions, to change its practices regarding the provision of paid release time for attendance at governing board meetings by Federation officials.

(2) Failing to provide the Federation with accurate information regarding part-time bargaining unit members in a timely manner.

B. TAKE THE FOLLOWING AFFIRMATIVE ACTIONS DESIGNED TO EFFECTUATE THE POLICIES OF THE EDUCATIONAL EMPLOYMENT RELATIONS ACT:

(1) Restore the status quo ante by reinstating the policy existent immediately prior to May 1986 regarding attendance of Federation officials at governing board meetings. That status quo shall be maintained until the District has met its statutory notice and bargaining obligations with respect to changes in the attendance/release time policy.

(2) Make Bruce McManus whole for any losses he may have suffered resulting from the District's change in policy, by crediting him with vacation and/or "comp." time in an amount commensurate with that which he lost by attending governing board meetings after May 19, 1986. If McManus is no longer in active employment with the District, the employer shall compensate McManus by tendering him a monetary sum in an amount equivalent to the value of the lost vacation or "comp." time, including interest thereon at 10 percent per annum.

Dated: Compton Community College District

By _____
Authorized Agent

THIS IS AN OFFICIAL NOTICE. IT MUST REMAIN POSTED FOR AT LEAST THIRTY (30) CONSECUTIVE WORKDAYS FROM THE DATE OF POSTING AND MUST NOT BE REDUCED IN SIZE, DEFACED, ALTERED OR COVERED BY ANY MATERIAL.

STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD

COMPTON COMMUNITY COLLEGE FEDERATION OF EMPLOYEES, Charging Party, v. COMPTON COMMUNITY COLLEGE DISTRICT, Respondent.	)	Unfair Practice Case No. LA-CE-2393A PROPOSED DECISION (11/16/87)

Appearances; Lawrence Rosenzweig, Attorney for Compton Community College Federation of Employees; Jones & Matson by Urrea C. Jones, Jr., Attorney for Compton Community College District.

Before Manuel M. Melgoza, Administrative Law Judge.

I. PROCEDURAL HISTORY

The Compton Community College Federation of Employees (Union or Charging Party) filed the above-entitled Unfair Practice Charge on May 27, 1986, alleging that the Compton Community College District (District, Respondent, or Employer) committed various violations of the Educational Employment Relations Act (EERA or Act).[1] The Union filed amendments to the Charge on June 30, 1986. A Second Amended Unfair Practice Charge was filed by the Charging Party on about October 8, 1986. A Third Amended Unfair Practice Charge was filed on about November 24, 1986.

[1]The EERA is codified at Government Code section 3540, et seq. Unless otherwise indicated, all statutory references are to the Government Code.

By letter dated November 24, 1986, the Public Employment Relations Board (PERB or Board), through its General Counsel's office, issued a partial dismissal of the Third Amended Charge. The specific allegations dismissed were that the District: (a) refused to allow Union co-president, Bruce McManus, to attend District governing board meetings in reprisal for his engaging in protected activities and; (b) interfered with the internal operations of the Union.

On the same date (November 24, 1986), the PERB issued a Complaint on the remaining allegations in the Charge. It alleged that the District violated the EERA by: (a) unilaterally changing its policy regarding the attendance (on paid time) at District board meetings of Union Co-President McManus; (b) unilaterally distributing and implementing a 1986-87 instructional calendar without negotiating the decision or its effects; and (c) refusing to comply in a timely manner with the Union's requests for information.

On about December 8, 1986, the Charging Party appealed the General Counsel's partial dismissal to the Board itself. No decision on that appeal has been rendered as of this date.

The District filed an Answer to the November 24, 1986 Complaint, denying any violations of the EERA and asserting affirmative defenses.

An informal conference, held on January 20, 1987, failed to result in a settlement of the underlying disputes. A

pre-hearing conference was held on March 18, 1987, before Administrative Law Judge Barbara E. Miller.

Thereafter, the Charging Party moved to amend the Complaint on March 23, 1987. During the ensuing formal hearing, conducted before Administrative Law Judge Miller on April 8 and 9, 1987, the Motion was granted. The amendment alleged a unilateral implementation of two "inter-sessions." After the Complaint was amended the Respondent answered, admitting the inter-sessions allegations.

On June 23, 1987, after the hearing but before completion of the post-hearing briefing schedule, the Charging Party requested a bifurcation of the inter-session issue from the remaining issues. The District did not oppose the bifurcation and, accordingly/it was granted on June 29, 1987. A Proposed Decision on that issue was rendered by Administrative Law Judge Miller on June 30, 1987. That decision was not appealed.

By letter dated September 4, 1987, the remaining case was transferred, for proposed decision, to Administrative Law Judge Manuel M. Melgoza. This decision follows.

II. FACTS

A. The Policy Regarding Attendance at Governing Board Meetings

1. Background

The California School Employees Association, Chapter #45 (CSEA) was recognized by the District as the exclusive representative of a unit of permanent classified employees on

September 20, 1977.[2] Bruce McManus, a classified employee, served as president of the CSEA chapter until CSEA was decertified, subsequent to a PERB election on June 15, 1985, and replaced as exclusive representative by the Charging Party. Shortly after the CSEA was decertified, the classified employees voted Bruce McManus as their president.

The Charging Party had previously been certified (on November 16, 1978) by PERB as the exclusive representative of a certificated unit in the same District. It has remained so to date. Darwin Thorpe was its president. Therefore, by the end of the summer of 1985, McManus and Thorpe were co-presidents of the Compton Community College Federation of Employees.

2. Attendance at Board Meetings

Since about January 1980, McManus had been an instructional media technician for the District. His work schedule was Monday through Thursday from 1:00 p.m. to 9:30 p.m. and Fridays, from 8:00 a.m. to 4:30 p.m. McManus[1] duties were dictated by the needs of the District's Learning Center. The District's governing board scheduled its regular (bi-monthly) meetings on Tuesday evenings, usually commencing at 6:00 p.m.

During McManus' tenure as officer of CSEA, he had attended those board meetings in his official capacity on a fairly regular basis. Whether he attended depended on his assessment

[2]Official Notice is taken of PERB's representation files LA-R-348 and LA-R-827.

that something on the board's agenda touched upon classified employee concerns. He also attended for the purpose of addressing grievance issues. On a few occasions, he helped set up media equipment (projectors, etc.) for others who made audio-visual presentations during the meetings* In some cases, he made oral presentations to the governing board. After he was elected co-president of the Compton Community College Federation of Employees in 1985, he continued to attend as before.[3]

Prior to May 19, 1986, McManus' attendance at the board meetings was at District expense - he was paid his regular wage while attending, akin to release time. When this practice began, his supervisor was Joan Clinton, then an associate dean in charge of the Learning Center. McManus would typically notify her that he needed to attend because of some item on the board's agenda. She told him it was all right, so long as he let the staff in the Learning Center know where he was. On some occasions when McManus was not able to reach her, he would follow a practice of informing the Learning Center staff of his whereabouts. Since Clinton attended all board meetings, and never questioned McManus' right to attend even on those occasions when he was unable to reach her prior to the meeting, he continued to attend without objection. McManus never

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[3]Based upon a summary of the board's minutes, McManus attended twelve times in 1984, 17 times in 1985, and 12 times in 1986.

requested or received blanket permission to attend all board meetings. Neither was he questioned about his right to attend on duty time, or given restrictions on the types of, meetings he could attend, until May 1986.

After Clinton ceased to be McManus' immediate supervisor, Floyd"Smith assumed that responsibility in September 1985. Smith continued to allow McManus to attend without restriction. According to Smith, he was "continuing previously established policy apparently approved by his former supervisor." (See Respondent Exhibit 1.)

In early May 1986, Smith informed McManus that, immediately after McManus' attendance at a board meeting in late April at which McManus addressed the board, Dean Ida Frisby had begun to inquire about his attendance at board meetings. At a subsequent meeting, held on May 13, 1986, McManus submitted a request to address the governing board. Shortly after the beginning of the meeting, McManus delivered a letter to the board members and stated that the session was illegal because it had not been properly posted. He asked that the meeting be cancelled. The board went into closed session and, upon returning, granted McManus' request.

A few days later, McManus received the following memorandum from Floyd Smith, dated May 19, 1986:

> Mr. McManus:
>
> I have been informed by my superior that you may not attend Board meetings on District time, but that you may use vacation time for this purpose.

> From this, I conclude that you may also attend on "comp" time, if the extra hours are worked in advance.
>
> If you have any questions, please feel free to contact me.

When McManus asked Smith for an explanation, the latter stated that he had been instructed by his superior, Ida Frisby, to write the memo and that, if he wanted to attend board meetings in the future, he would have to use either "comp" time or vacation time[4]. Neither Smith, nor any other District representative, told McManus of any exceptions to the new requirements.

McManus attended board meetings on May 20, June 10 and June 24, 1986. However, he was able to do so only after after submitting vacation requests. He attended on vacation time.

The documents in the record indicate that Frisby was in the process of examining McManus' attendance at board meetings in early May, at which point she asked Smith what policy he

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[4]As noted earlier, dismissal of the allegation that the District denied McManus the right to attend board meetings on paid time in retaliation for his protected activities is under appeal and that allegation is not a subject of this decision.

Frisby testified that she also attended board meetings in the 85-86 school year and was cognizant of McManus' attendance. She testified that Smith told her that he would explain to McManus that he could still attend on paid time for the purposes of "union business," such as presenting grievances, or to set up media equipment. However, that information was never conveyed to McManus. Frisby received a copy of the May 19 memo to McManus, and Smith did not tell Frisby that he had conveyed any information to McManus other than what was conveyed in the memo. Smith was not called to testify.

(McManus) was attending under. On May 16, 1986, Frisby wrote to Smith, directing that "Bruce McManus may not attend Board meetings on District time. If he has the approval of his supervisor, he may use vacation time for this purpose." No mention of any exceptions was made therein. On June 11, 1986, Smith wrote a reply to Frisby's inquiry regarding the attendance policy. By then, McManus had already been issued the directive not to attend on District time.

During the time Frisby and other District supervisors were examining the attendance policy, the Union was not consulted or advised that a change was contemplated. None of the District administrators notified the Union prior to sending out the new directive to McManus, nor did they check to see whether the issue should be negotiated.

B. The School Calendar

The parties' 1983-85 collective bargaining agreement provided that "work calendars shall be negotiated and such negotiations shall take place no later than thirty (30) calendar days before submission to the Board of Trustees." In practice, and with rare exception, the parties negotiated agreements on work calendars prior to any instructional calendar/schedule being distributed to students and the general community.

At the end of May or the beginning of June 1986, Union co-president Thorpe (certificated unit) happened upon a stack of instructional schedules in the Employer's records office.

The schedules covered, inter alia, the beginning and ending dates for the fall semester of 1986 and the spring semester of 1987. Events such as registration, the first day of instruction, holidays and recesses were included. A prefatory comment stated that:

> Class sections offered, together with other matters contained herein, are subject to change without notice by the administration for reasons related to student enrollment, level of financial support of for any other reason, at the discretion of the district.

The evidence in the record is somewhat limited as to whether the schedule was distributed to the students and the community. It is evident that stacks of the documents were made available at the records office and that they were printed for the purpose of distribution. Apparently because the 1986-87 schedule's cover bore a picture of a palm tree, it was referred to as "the palm tree schedule."

When Thorpe saw the stack of schedules, he took one. Prior to this date, the District had not taken steps to initiate bargaining on a work calendar. In fact, the parties were at impasse in negotiations over a successor contract, and none of the enumerated impasse issues included the work calendar. However, the District's governing board had not yet acted to adopt a final calendar.

On about June 12, 1986, Joan Clinton, who also served as the District's negotiating team leader, wrote to Thorpe, requesting to negotiate the work calendar and attaching a copy

of a proposed 1986-87 work calendar. She asked Thorpe to respond by July 16, 1986. An attached proposed work calendar included some of the same data as had the palm tree schedule - e.g., the beginning date of instruction, holidays and recesses. In addition, however, it contained events unique to the employees, such as orientation, "floating holidays" and staff development days.

Rather than responding to Clinton, Thorpe sent a July 15, 1986 letter to Superintendent Edison 0. Jackson, in which he stated:

> On June 16 we received a June 12 letter from Dr. Joan Clinton asking the Federation to notify her of its plans to comply with negotiating the work calendar for the 1986-87 academic year. At a point prior to this letter, the district issued its academic work calendar for the period indicated, thus adding to the growing list of district violations of our Agreement and the ERRA [sic], and making our requested reply pointless. Our union animous [sic] charge, LA-CE-2393 has been amended accordingly.

Apart from this letter, there is no evidence that the Union communicated with District representatives about either the "palm tree schedule" or about negotiations (or lack thereof) over the coming work year. In explanation of his reasons for concluding that it would be "pointless" to reply to Clinton's June 12 letter, Thorpe testified essentially that, by issuing the palm tree schedules, the District's proposed calendar was really an accomplished fact because once the community is given

one set of dates (such as starting and ending dates), if the Union seeks to change them, it gets blamed for any problems that arise. In other words, the Union leadership believed that the District would not be able to "un-do" the "advertising" it had undertaken without causing problems that would be attributed to the Union.

Clinton did not receive a copy of Thorpe's letter to Jackson. She therefore wrote a second time to Thorpe on August 4, 1986, noting the latter's failure to reply, and making another request to negotiate the calendar. She explained that it was critical to have an approved calendar in place to "firm up" activities relating to the new school term, and that the Union should approve the proposed work calendar or recommend changes. Although Thorpe received Clinton's August 4 correspondence, he did not reply.

On September 2, 1986, six days prior to the first day of classes, the District's governing board adopted a 1986-87 calendar. That calendar was not the "palm tree schedule." Rather, what was adopted differed from both the palm tree schedule and the proposed calendar submitted for the Union's review in June 1986[5]. Faculty members attended an

[5]The ending dates of the fall 1986 and spring 1987 semesters were changed, as were the beginning dates of the spring 1987 semester. Staff development dates differed between the proposed work calendar and the adopted calendar. The starting and ending dates for academic year 1986-87 were different from those for the previous year.

orientation meeting on September 4 and classes began on September 8, 1986.

The Charging Party proffered evidence that the District changed the calendar it had adopted in September. Specifically, a staff development day (meeting at which faculty develop curriculum, discuss teaching strategies, etc.) was switched from February 25, 1987 to March 11 and 12, 1987. Classes for February 25 were to be cancelled in order to maximize faculty attendance. However, on or about February 16 and 23, 1987, the faculty were notified that the previously scheduled staff development day was to be postponed. Classes which had been cancelled for February 25 (Wednesday) were reinstated and classes for March 11 (also a Wednesday) were cancelled. Thorpe testified that, as a result of the cancellation of classes on March 11, part-time faculty lost pay for that day. There was no advance notice to or an opportunity to bargain with the Union over the "switch."

C. The Requests for Information

1. Names and Addresses

In early January 1986, Thorpe verbally requested from Personnel Director Margie Miles, the names and addresses of part-time certificated bargaining unit members hired for the spring 1986 semester. He also made a written request for that information on January 7, 1986.

In addition to facilitating communications between unit members and the Union and allowing the latter to better

represent employees, the information was requested for the purpose of enforcing an agency fee provision in the existing collective bargaining agreement between the District and the Charging Party. Article III of that agreement imposed upon the District the additional requirement of providing the Union with the names and addresses of unit members"on a quarterly basis."

The District's representatives were ill prepared to respond in a speedy fashion. When confronted with the Union's protests to the lack of a response, the District's personnel staff indicated that the problems originated from managers' failure to submit the information to the personnel office, especially for those part-time instructors hired at off-campus sites.

Not having received the requested information, the Union members appeared en masse before a District governing board meeting on January 28, 1986. Among the issues that the Union addressed was the failure to receive the names and addresses of new part-time unit members in a timely fashion.

In February, District Superintendent Jackson ordered Miles to secure and furnish the requested information to the Union and to devise a system for the gathering of such information in a timely manner. Miles explained to Jackson that the personnel department had a heavy workload, but that he would comply.

Some information that the Union had previously requested regarding the fall 1985 semester was turned over to Thorpe via memo dated February 10, 1986. In March or April, 1986, the

Union received a list of names and addresses, which was defective in that it left out the names and addresses of part-time employees working at off-campus sites and some working at on-campus sites, and mixed names of old and new employees in such a way that the Union was unable to purge the list to obtain only names of new part-time employees hired for the spring semester. A complete computer printout, with names and addresses, of such employees was not furnished to the Union until about May 27, 1986.[6]

Indicative of the problems resulting from the late provision of names of part-time unit members was Thorpe's testimony that the Union could not effectively communicate with large numbers of unit members because it had no knowledge of who they were or where they lived. Under the agency fee

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[6]**This** finding is supported by the testimony of Union witness Darwin Thorpe and District witness Margie Miles. Miles **testified that he** was unable to provide the information because of **the** heavy workload in his department. Thorpe testified that he did not receive reliable data until the end of May. Sheila Moore's testimony that Miles provided the information in February 1986 was based on a hearsay statement allegedly made by Miles. The statement was unsupported by competent evidence and indeed conflicted with Miles' own account. Moore testified that she did not have personal knowledge that the information was actually given to the Union. The testimony of Moore and Miles indicated that, if the District had turned over a complete spring 1986 roster to the Union, a copy would have **been in** the District's files. The District did not produce the document, except that which was furnished to the Union at the end of May 1987. The Respondent failed to rebut credible evidence that the data was not provided until late May. **Viewing** the entire record, Moore appeared to be confusing the provision of a complete roster of part-time employees, with a partial list of fall 1985 part-time employees furnished to the Union on about February 10, 1986 (Respondent's Exhibit 11).

provision of the parties' collective bargaining agreement, a new employee could file a dues deduction form and allow the District to deduct dues. However, if new employees did not do that, it was up to the Union to send them letters informing them of the requirement that they either join the Union or pay a service fee. It was then up to the Charging Party to collect the fees and to enforce that section of the contract. According to Thorpe, without a complete list of names and addresses of all unit members, the Union could not serve its members and lost months' worth of service fees due to the delays.

2. Attorney Fees

Sometime in mid to late February 1986, Thorpe made a request to the District for information about the District's expenditures for attorney services. The exact date and the specific request are not clearly ascertainable from the record. Thorpe initially testified that he made such a request in February, and later added that the request was made via a late February memorandum. The memorandum was not produced. Thorpe described the written request as one seeking information about District "payments for services by (attorney) Urrea Jones."

The Union's request was made for the purpose of ascertaining what monies were available in the District budget for salary increases. The parties were in mediation over this and other bargaining issues, and the Union needed to understand

the District's budget and financial position.

At some unspecified later date, the District responded to the Union's request by submitting the hourly rates, for Jones' services to the District, one figure indicating the hourly rate paid for negotiation services and one indicating the rate paid for other legal services. The District did not articulate any objection to the provision of this type of data.

The Charging Party was not satisfied with the District's response because it wanted not only the hourly rate paid to Jones, but the total expenditures from July 1, 1985 to date, so as to have a clearer picture of what monies had actually been expended (as opposed to budgeted) and what monies were yet available for salaries or wages to unit members. Therefore, via a March 21, 1986 letter to Superintendent Jackson, the Union requested:

> The hourly stipend or other payment for services by Attorney Urrea Jones, and the accumulated amounts he has been paid for services from July 1, 1985, to date.[7]

In response to the March 21 letter, the District, on March 25, 1986, forwarded the following memorandum to Thorpe:

> In response to your request regarding the hourly stipend or other payments for services by Attorney Urrea Jones and the accumulated amounts paid from July 1, 1985 to date, the following is offered:

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[7]There is no evidence in the record from which to conclude that any additional, more specific and/or more comprehensive request was made on the topic other than those already noted above.

A. The hourly stipend for collective bargaining is $90.00 per hour.

B. Regular services - $110.00 per hour.

C. The cost for collective bargaining is $17,032.50 as of this date.

D. The cost for "other" legal services is $37,708.50.

Should you need additional information, please feel free to call.

The Union's co-presidents were aware that the county provided the District with computer readouts called "POL" forms, showing actual expenditures. Early in the 1985-86 school year, it was not clear to either president that the voluminous document contained expenditures for legal services. However, by January or February of 1986, co-president McManus became aware that the "POL" forms indeed contained expenditures for attorney fees. At some point after this, he went through the POL forms provided by the District to the Union, made a listing of such relevant expenditures, and shared it with Thorpe.

There were some problems with using only the POL forms. For example, it was not possible to determine what portion of the legal expenditures were reimbursable to the District by the State, and thus potentially available for salary increases. Also, the information on the forms did not specify whether the legal services paid for were for negotiations, litigation, or other legal services. The record does not indicate, however,

whether the Union ever requested that the District clarify those POL figures. McManus testified that the District's business services director, Ben Lett, did participate in a long meeting with Union representatives for the purpose of explaining many line items on the POL's. However, he could not recall if anyone asked about expenditures for attorneys fees.

There is no evidence of any communications between District and Union representatives about the attorney fee data request subsequent to the District's March 25, 1986 response.

III. DISCUSSION

A. Unilateral Changes

It is a settled principle that, when an employer unilaterally changes an established policy regarding a negotiable subject matter without affording the exclusive representative a reasonable opportunity to bargain over the change, the employer is held to have violated its duty to negotiate in good faith. Butte Community College District (1985) PERB Decision No. 555, citing Pajaro Valley Unified School District (1978) PERB Decision No. 51, and NLRB v. Katz (1962) 369 U.S. 736 [50 LRRM 2177].

Notice of proposed changes must be given to an official of the employee organization in a manner which clearly informs the recipient of the proposed change. Victor Valley Union High School District (1986) PERB Decision No. 565, at p. 5. In the absence of formal notice, proof of actual notice must be established.

Likewise, the employer has an obligation to give an exclusive representative notice and an opportunity to bargain over the negotiable effects of an otherwise non-negotiable decision. Oakland Unified School District (1985) PERB Decision No. 540.

An established policy may be embodied in the terms of a collective bargaining agreement (Grant Joint Union High School District (1982) PERB Decision No. 196) or, where a contract is silent or ambiguous, it may be determined from past practice or bargaining history (Rio Hondo Community College District (1982) PERB Decision No. 279).

1. Attendance of Union Officers at Governing Board Meetings

In Healdsburg Union High School District, et al. (1984) PERB Decision No. 375, the Board found that matters such as release time for employees who are union officers to "conduct necessary (union) business" are within the scope of representation. It reasoned that these topics are mandatorily negotiable because they directly concern hours of employment, which is specifically enumerated in section 3543.2 of the EERA.[8] In Anaheim Union High School District (1981) PERB

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[8]The pertinent part of that section reads:

> (a) The scope of representation shall be limited to matters relating to wages, hours of employment, and other terms and conditions of employment. "Terms and conditions of employment" mean health and welfare benefits as defined by

Decision No. 177, the Board held that paid release time is also negotiable because it is related to wages. Similarly, in the private sector, the courts and the National Labor Relations Board have outlawed the unilateral elimination (by employers) of privileges formerly extended to union officers, such as paid time off to conduct union business. See, e.g., NLRB v. BASF Wyandotte Corp. (CA 5, 1986) 798 F.2d 849 [123 LRRM 2320].[9]

In the case at hand, prior to May 1986, McManus had been afforded the privilege of attending governing board meetings on paid time in his capacity as Union co-president. There were no formal restrictions on his attendance other than that his work unit be informed of his whereabouts, nor was he questioned about his right to attend on duty time, despite his superiors' awareness of such attendance.

> Section 53200, leave, transfer and reassignment policies, safety conditions of employment, class size, procedures to be used for the evaluation of employees, organizational security pursuant to Section 3546, procedures for processing grievances pursuant to Sections 3548.5, 3548.6, 3548.7, and 3548.8, and the layoff of probationary certificated school district employees, pursuant to Section 44959.5 of the Education Code.

[9]The construction of provisions of the National Labor Relations Act (NLRA), as amended, 29 U.S.C. 151, et seq., is useful guidance in interpreting parallel provisions of the EERA. See San Diego Teachers Assn. v. Superior Court (1979) 24 Cal.3d 1, 12-13; Firefighters Union v. City of Vallejo (1974) 12 Cal.3d 608, 616.

Suddenly, and without giving the Charging Party notice or an opportunity to bargain, the Employer issued a directive on May 19, 1986, changing the above practice by prohibiting McManus from attending board meetings on District time. Henceforth, he would be required to use vacation time or "comp time" and, according to District witnesses, he would be allowed, to attend only if his superiors felt "assured" that McManus' job duties "had been covered."

The "new" policy impacted not only on McManus[1] hours of work and on his wages, but also reduced his vacation and/or "comp time." By changing its previous attendance policy without first giving the Union notice and an opportunity to bargain on the change and on its effects, the District violated EERA section 3543.5(c) and, derivatively, sections 3543.5(a) and (b).

2. Calendar

The PERB has held that employee calendars - including the work year starting and ending dates, holidays, vacations and extra-hours assignments - are a negotiable subject. See, e.g., Lake Elsinore School District (1986) PERB Decision No. 606, at p. 8, citing Palos Verdes Peninsula Unified School District/Pleasant Valley School District (1979) PERB Decision No. 96. However, an employer does not commit an unfair practice by unilaterally adopting a student (rather than an employee) calendar. Lake Elsinore School District, supra.

(a) The Calendar in General

In the present case, the record shows that, on about late May 1986, the District adopted a student schedule, which in some ways, such as starting and ending dates, also related to the employee work year. The record also shows, however, that the calendar adopted was tentative and was primarily a mechanism to facilitate the upcoming school year student registration process. This is evidenced by the fact that the schedule itself indicated that it was subject to change, and the District's June 12, 1986 offer to negotiate on a complete "work" calendar that included data of particular interest to employees (rather than students). In addition, the District described its work calendar as a "proposed calendar" and offered to negotiate over it prior to formal adoption. Finally, the fact that the calendar which was formally adopted in about early September differed from any previous schedules also indicates that the "palm tree schedule" (as it impacted employees) was alterable via the negotiation process.

Thus, although the Union's rationale for rejecting the District's offer to negotiate was grounded upon a belief that it was now useless to bargain over what was perceived as a fait accompli, such a conclusion is not supported by the evidence. Nor did the formulation of the "palm tree schedule" relieve the Union of the responsibility to enter into the negotiations process in order to preserve its right to bargain over the

issue. If the Charging Party questioned the proposed work calendar which was attached to the District's June 12 offer to bargain, or if it suspected the the "palm tree schedule" was a veiled attempt to implement a work calendar, the Union could have sought clarification.[10] It could also have attempted to

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[10]Compare with Regents of the University of California (1985) PERB Decision No. 520-H, wherein a Union's belief that further bargaining would be futile was supported by ample evidence, including the fact that it had met for the purpose of clarifying the opponent's proposals.

The undersigned does not herein imply that the PERB has imposed a duty upon a party to clarify proposals under facts similar to those in this case. The Board has usually imposed such' a duty upon an employer in the context where an employer has outright refused to bargain on the ground that a Union's demand to negotiate included items outside the scope of representation. See, e.g., Healdsburg Union High School District, supra, at p. 8; State of California (Department of Personnel Administration) (1986) PERB Decision No. 574-S; and Kern Community College District (1983) PERB Decision No. 337. The underlying rationale for imposing the duty, however, has persuasive force to the issues herein.

In the above cases, the Board has reasoned that, faced with a decision as to whether to enter bilateral negotiations upon an opposing party's ambiguous request, a party must do more than simply refuse to bargain in order to preserve its legal position. Where there is sufficient ambiguity over whether a Union's proposals are partly or totally outside the scope of representation, the Board requires an employer to seek clarification before relying on a defense of non-negotiability.

The duty to bargain, upon which these principles are based, is a mutual one. Analogously, absent factual evidence that there is no duty to bargain (whether it be based upon an "out of scope" defense or upon circumstances indicating that a "proposed" change was really a fait accompli), the appropriate course for both parties is to do more than merely sit back and refuse to negotiate. Here, the record indicates that, at a minimum, there was sufficient ambiguity as to the issue of whether the "palm tree schedule" was indeed meant to be a final work schedule and over whether there was sufficient time to

"unveil" the District's plan through bargaining. It chose instead not to respond directly to Clinton's requests of June 12 and August 4, but to file an unfair practice charge. There is also an absence of factual evidence to support the Union's subjective opinion that entering into bilateral negotiations on the proposed calendar in June would only have served to denigrate the Union in the eyes of the community.

In summary, the District's formulation and distribution of the "palm tree schedule" did not amount to the adoption of a final work calendar. The District complied with its duty to give the Union notice and an opportunity to bargain over the work calendar at a time when meaningful negotiations were still possible. The Charging Party chose not to avail itself of that opportunity. Hence, the District was free to implement its work calendar for the 1986-87 academic year under the circumstances without running afoul of the EERA.

(b) The Switch in the Scheduled Staff Development Days

In San Jose Community College District (1982) PERB Decision No. 240, the Board held that, absent a showing that a matter within the scope of bargaining (i.e., hours, wages, etc.) was

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meaningfully bargain over the work calendar to require the Union to seek clarification. Not having preserved its legal position by either accepting the offer to negotiate or seeking to clarify the status of the calendar issue or the District's proposal, the Union cannot support its conclusion that bargaining was now pointless and that the District breached its duty to bargain.

affected, the substitution of teaching days for inservice days did not constitute an unlawful unilateral change. See also Lake Elsinore School District (1986) PERB Decision No. 606. Here, the Charging Party similarly failed to present evidence that the District's switching of a staff development day from February 25, 1987 to March 11 and 12, 1987 affected a matter within scope.

Although there was testimony that the substitution caused part-time faculty to lose pay for March 11, it appears that the switch caused them to gain pay (February 25) that they otherwise would not have made but for the switch. In other words, what they lost on March 11, they gained on February 25, both being Wednesdays. The record does not support a finding of any other impact on matters within scope related to the event. Accordingly, the allegation that this switch constituted an unlawful unilateral change must be dismissed.

B. The Duty to Provide Information

The duty of public school employers to meet and negotiate with exclusive representatives under EERA section 3543.3 is analogous to the duty to bargain imposed upon private sector employers by the NLRA. Intertwined with that statutory obligation is the duty on the part of the employer to supply the employee organization, upon request, with sufficient information to enable it to understand and intelligently discuss the issues raised in bargaining. Morris, the

Developing Labor Law, Bureau of National Affairs, 1971, at pp. 309-310. This duty is based on the premise that, without 'such information, employee organizations would be unable to properly perform their duties as bargaining agents and, therefore, no bargaining could take place. Ibid. An employer's refusal to supply information is as much a violation of the duty to bargain as if it had failed to meet and negotiate with the exclusive representative in good faith. Ibid. The representative's right to such information is so fundamental to its role and duty vis-a-vis its members that it has been held to be a statutory right notwithstanding whether a statute expressly so provides. Timken Roller Bearing Co. v. **NLRB (6th** Cir. 1963) 325 F.2d 746 [54 LRRM 2785].

The exclusive representative is entitled to all information that is necessary and relevant to collective bargaining and contract administration. Stockton Unified School District **(1980) PERB** Decision No. 143; Mann Theatres Corp. of Calif. (1978) 234 NLRB No. 124 [97 LRRM 1412]; Timken v. NLRB, supra. The refusal to furnish requested information meeting these standards is, in itself, an unfair practice, and may also support an independent finding of surface bargaining. K-Mart Corp. v. NLRB (9th Cir. 1980) 626 F.2d 704 [105 LRRM 2431].

Relevance must be determined by a standard more liberal than that normally applied in hearings, more akin to a discovery-type standard. Ibid., citing San Diego Newspaper

Guild (9th Cir. 1977) 548 F.2d 863 [94 LRRM 2923]. Information is not made irrelevant simply because a union is able to negotiate a contract without the requested data. NLRB v. Fitzgerald Mills Corp. (2nd Cir. 1963) 313 F.2d 260 [52 LRRM 2174], enforcing 133 NLRB 877 [48 LRRM 1745] (1961) cert. den., 375 U.S. 834 [54 LRRM 2312] (1963).

It is well settled that wage and related data concerning bargaining unit employees is presumptively relevant and must be provided upon request. Salem Village I. Inc. (1981) 256 NLRB No. 141 [107 LRRM 1364], A union is not required to show the precise relevance of such information unless the employer has submitted evidence sufficient to rebut the presumption of relevance. Salem Village I. Inc., supra; Grand Islander Health Care Center. Inc. (1981) 256 NLRB No. 189 [107 LRRM 1447]; and Stockton USD, supra, at p. 13. If the information is of potential or probable relevance, the party seeking production of the data need not make a showing that the information is clearly dispositive of the negotiations issues between the parties. Salem Village I. Inc., supra; Curtis-Wright Corporation (3d Cir. 1965) 347 F.2d at 69 [59 LRRM 2433]; and Western Massachusetts Electric Company (1977) 228 NLRB No. 66 [95 LRRM 1605].

1. Names and Addresses of Part-time Unit Members

Types of data that have been found to be presumptively relevant include documentation necessary for a union to police

organizational security provisions in a collective bargaining agreement: e.g., W-2 forms; documents in personnel files reflecting merit pay increases; payroll documents reflecting wages, overtime, hours and benefits; and wage histories of unit members. Mann Theatres. supra; Globe-Union, Inc. (1977) 233 **NLRB No.** 211 [97 LRRM 12211; All Brand Printing Corp. (1978) 235 NLRB No. 14 [98 LRRM 1392]; Food Employer Council. Inc. (1972) 197 NLRB No. 98 [80 LRRM 1440]. In Mt. San Antonio Community College District (1982) PERB Decision No. 224, the Board ordered an employer to provide the union with names and addresses of part-time instructors, reasoning that such information was necessary for the organization to fulfill its statutory duty to represent those potential unit members.

In this case, the Charging Party has established that its request for the names and addresses of part-time unit members hired for the spring 1986 semester was necessary and relevant **for** contract administration and representational purposes. The fact that the Employer also bound itself to provide such names by contract is not a prerequisite to finding such a duty, inasmuch as it arises independently, from the EERA itself. There is no claim by the Respondent that the requested data was irrelevant. Its contractual agreement to provide such data indicates otherwise. Absent a valid defense, the Respondent herein would be in violation of the EERA in refusing to comply with the Union's request in a timely way.

An employer is required to supply relevant information to the requesting union with the same diligence and thoroughness exercised in other business affairs of importance... See Kohler Co. (1960) 128 NLRB No. 122 [46 LRRM 1389]. Reasonable promptness will depend upon the circumstances of each case... In Colonial Press, Inc. (1973) 204 NLRB No. 126 [83 LRRM 1648], the NLRB found that a two-month delay in providing requested information was unlawful. A delay of similar length was found unlawful in K & K Transportation Corp. (1981) 254 NLRB No. 87 [106 LRRM 1138]. Delays in providing such information have also been found inconsistent with an employer's duty to bargain in good faith under the California Agricultural Labor Relations Act (Labor Code section 1150, et seq.), a statute closely analogous to the EERA. See Cardinal Distributing Corp., Inc. v. Agricultural Labor Relations Bd. (1984) 159 Cal.App.3d 758; 205 Cal.Rptr. 860.

The District failed to offer substantial evidence showing that it could not comply with the Union's request. Miles' general statement that his department's workload was heavy does not explain why the clerical task of gathering the information required until the end of May to be completed. There is no evidence showing that the Employer did not have the time and resources necessary to compile the data in a more timely manner. Belated compliance (near the end of the academic/work year) is not sufficient to cure the earlier failure to supply

the information. Interstate Food Processing Corp. (1987) 283 NLRB No. 46 [124 LRRM 1284]. In sum, the Employer failed to make a reasonable effort to secure the information. It must therefore be concluded that the District violated EERA section 3543.5(c) and, derivatively, 3543.5(a) and (b), by its conduct in this regard.

2. Data Regarding District Expenditures for Attorneys Services.

The Respondent herein did not dispute the relevance or necessity of the data requested by the Union as it related to expenditures for legal services at any time surrounding the solicitation. Unlike its conduct in failing to provide the data regarding part-time employees, the District reasonably complied with the Union's requests for information regarding legal expenditures.

The Charging Party established that it made a demand for information about District payments for services by attorney Urrea Jones sometime in February 1986. The District responded, at a time unspecified in the record, by submitting Jones' hourly rates charged to the District. When the Union articulated its dissatisfaction with the information provided and further clarified its request through correspondence dated March 21, 1986, the District promptly responded on March 25, 1986. The reply addressed the request as clarified in the Union's last correspondence.

The Union put on testimony indicating that it received less than full information because it received no further information related to attorney fee expenditures after March 25 and that it needed more than what was provided at that time. However, it failed to produce evidence from which one might conclude that more detailed information was requested or that it informed the District that its March 25 response was still inadequate or incomplete. Although there was testimony that the related information available through "POL forms" was misleading and confusing, the record indicates that the District made its business services director available to explain the forms and that the Union availed itself of that opportunity. But there is no evidence that the Union sought further clarification of such data after March 21, 1986. It must be concluded that the District did not fail to provide this type of data, as requested by the Union, and therefore did not violate the EERA in this regard.

IV. CONCLUSION

Based on the foregoing, it is determined that the Respondent engaged in per se violations of EERA section 3543.5(c) and, derivatively, 3543.5(a) and (b) by unilaterally changing its policy regarding attendance of Union officials at governing board meetings on paid time without first performing its notice and bargaining obligations. It is also concluded that the Respondent's conduct in failing to provide the Union in a timely way with names and addresses of part-time

bargaining unit members for the spring 1986 semester constitutes an independent violation of EERA section 3543.5(c) and, derivatively 3543.5(a) and (b). The remaining allegations are hereby dismissed.

V. REMEDY

The PERB is empowered to issue a decision and order directing an offending party to take such affirmative action as will effectuate the policies of the EERA. Government Code section 3541.5(c). Accordingly, the Respondent will be ordered to cease and desist from failing and refusing to give advance notice and an opportunity to negotiate to the Union over its decisions, and affects of its decisions, to change its practices with respect to the provision of paid release time for Charging Party's officials' attendance at governing board meetings. It is also appropriate to order the Respondent to restore the status quo ante by reverting to the attendance policy existent immediately prior to May 1986, as described in the factual findings in this decision. That status quo shall be maintained until the Respondent has met its statutory notice and bargaining obligations with respect to changes in the attendance/release time policy.

Because Bruce McManus lost vacation time as a result of Respondents' improper change in practice, an order to make him whole for such losses is warranted. Accordingly, Respondent is ordered to credit McManus with any vacation and/or "comp" time

that he lost due to his attendance at governing board meetings from May 1986 up to the date the Respondent restores the status quo ante. If McManus is no longer in active employment with the Respondent, the Employer shall compensate him monetarily, in an amount equivalent to the value of the lost vacation or comp time, including interest thereon at 10 percent per annum.

With regard to the Respondent's duty to furnish information, the District is ordered to cease and desist from failing to provide the Charging Party with accurate information regarding part-time bargaining unit members.

It is appropriate that the District be required to post a Notice incorporating the terms of this Order. The Notice should be subscribed by an authorized agent of the Employer indicating that it will comply with the terms thereof. The Notice shall not be reduced in size, defaced, altered or covered by any other material. Posting such a Notice will provide employees with notice that the Employer has acted in an unlawful manner and is being required to cease and desist from this activity. It effectuates the purposes of the Act that employees be informed of the resolution of the controversy and will announce the Employer's readiness to comply with the ordered remedy. See Placerville Union School District (1978) PERB Decision No. 69. In Pandol and Sons v. Agricultural Labor Relations Bd. (1979) 98 Cal.App.3d 580, 587 the California District Court of Appeals approved a similar posting

requirement. See also NLRB v. Express Publishing Co. (1941) 312 U.S. 426 [8 LRRM 415].

VI. PROPOSED ORDER

Upon the foregoing findings of fact and conclusions of law, and the entire record in this case, and pursuant to EERA section 3541.5(c), it is hereby ORDERED that the District, its governing board and its representatives shall:

A. CEASE AND DESIST FROM:

(1) Failing and refusing to give advance notice and an opportunity to negotiate to the Compton Community College Federation of Employees (Union) over decisions, and effects of decisions, to change its practices regarding the provision of paid release time for attendance at governing board meetings by Union officials.

(2) Failing to provide the Union with accurate information regarding part-time bargaining unit members in a timely manner.

B. TAKE THE FOLLOWING AFFIRMATIVE ACTIONS DESIGNED TO EFFECTUATE THE POLICIES OF THE ACT:

(1) Restore the status quo ante by reinstating the policy existent immediately prior to May 1986 regarding attendance of Union officials at governing board meetings. That status quo shall be maintained until the Respondent has met its statutory notice and bargaining obligations with respect to changes in that attendance/release time policy.

(2) Make Bruce McManus whole for any losses he may have suffered resulting from the District's change in policy, by crediting him with vacation and/or "comp" time in an amount commensurate with that which he lost by attending governing board meetings after May 19, 1986. If McManus is no longer in active employment with the Respondent, the Employer shall compensate McManus by tendering him a monetary sum in an amount equivalent to the value of the lost vacation or comp time, including interest thereon at 10 percent per annum.

(3) Sign and post copies of the attached Notice marked "Appendix" in conspicuous places where notices to employees are customarily placed at its headquarters office and at each of its work sites for thirty (30) consecutive workdays. Copies of this Notice, after being duly signed by an authorized agent of the District, shall be posted within ten (10) workdays from service of the final decision in this matter. Reasonable steps shall be taken to insure that the Notice is not reduced in size, altered, defaced or covered by any other materials.

(4) Upon issuance of a final decision, make written notification of the actions taken to comply with this Order to the Los Angeles Regional Director of the Public Employment Relations Board in accordance with his instructions.

Pursuant to California Administrative Code, title 8, part III, section 32305, this Proposed Decision and Order shall become final unless a party files a statement of exceptions

with the Board itself at the headquarters office in Sacramento within 20 days of service of this Decision. In accordance with PERB Regulations, the statement of exceptions should identify by page citation or exhibit number the portions of the record, if any, relied upon for such exceptions. See California Administrative Code, title 8, part III, section 32300. A document is considered "filed" when actually received before the close of business (5:00 p.m.) on the last day set for filing, ". . .or when sent by telegraph or certified or Express United States mail, postmarked not later than the last day set for filing . . ." See California Administrative Code, title 8, part III, section 32135. Code of Civil Procedure section 1013 shall apply. Any statement of exceptions and supporting brief must be served concurrently with its filing upon each party to this proceeding. Proof of service shall accompany each copy served on a party or filed with the Board itself. See California Administrative Code, title 8, part III, sections 32300, 32305 and 32140.

Dated: November 16, 1987

Manuel M. Melgoza
Administrative Law Judge